

1 Craig A. Welin (State Bar No. 138418)
cwelin@frandzel.com
2 Michael Gerard Fletcher (State Bar No. 70849)
mfletcher@frandzel.com
3 FRANDZEL ROBINS BLOOM & CSATO, L.C.
1000 Wilshire Boulevard, Nineteenth Floor
4 Los Angeles, California 90017-2427
Telephone: (323) 852-1000
5 Facsimile: (323) 651-2577

6 Attorneys for Permanent Receiver ROBB
EVANS & ASSOCIATES LLC
7

8 UNITED STATES DISTRICT COURT
9 CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION
10

11 FEDERAL TRADE COMMISSION,
12 Plaintiff,

13 v.

14 SALE SLASH LLC, a California
limited liability company; PURISTS
15 CHOICE LLC, a California limited
liability company; APEX CUSTOMER
16 CARE LLC, a California limited
liability company; PENWAY LLC, a
17 California limited liability company;
RENVEE LLC, a California limited
18 liability company; OPTIM PRODUCTS
LLC, a California limited liability
19 company; EDGAR BABAYAN,
individually; ARTUR BABAYAN,
20 individually and as an owner and
manager of SALE SLASH LLC and
21 PURISTS CHOICE LLC; and VAHE
HAROUTOUNIAN, also known as
22 VAHEH HAROUTOUNIAN, also
doing business as PRISMA PROFITS,
23 individually and as manager of SALE
SLASH LLC, and owner of OPTIM
24 PRODUCTS LLC,

25 Defendants.
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27
28

Case No. 2:15-cv-03107-PA-AJW

**NOTICE OF MOTION AND
MOTION FOR AN ORDER
APPROVING THE RECEIVER'S
FINAL REPORT AND GRANTING
RELATED RELIEF;
MEMORANDUM OF POINTS AND
AUTHORITIES AND
DECLARATIONS OF BRICK
KANE, CRAIG A. WELIN, AND
HAL D. GOLDFLAM**

Date: April 10, 2017

Time: 1:30 p.m.

Place: Courtroom 9A, First Street
Courthouse

Judge: Hon. Percy Anderson

1 TO: THE HONORABLE PERCY ANDERSON, UNITED STATES
2 DISTRICT JUDGE, ALL PARTIES IN INTEREST, AND ALL KNOWN
3 CREDITORS:

4 PLEASE TAKE NOTICE that on April 10, 2017, commencing at 1:30 p.m., or
5 as soon thereafter as the parties may be heard in Courtroom 9A of the above-entitled
6 Court located at First Street Courthouse, 350 W. 1st Street, 9th Floor, Los Angeles,
7 California 90012, Robb Evans & Associates LLC, the Permanent Receiver in the
8 above-entitled action ("Receiver"), will and hereby does move the Court for an order:

9 1. Approving the Receivership Administration Expenses and Fund Balance
10 From Inception (April 27, 2015) to November 30, 2016 and Estimate to Close ("Final
11 Report"), a copy of which is attached as Exhibit 1 to the accompanying Declaration of
12 Brick Kane ("Kane Decl."), and otherwise approving and confirming all of the actions
13 taken by the Receiver and its accountants, attorneys, employees, and agents in
14 connection with the Receiver's administration of the receivership estate;

15 2. Approving and authorizing the Receiver to pay from receivership funds the
16 fees and expenses of the Receiver in the amount of \$26,439.77 (fees in the amount of
17 \$10,572.30, plus expenses in the amount of \$15,867.47), and the fees and expenses of
18 its counsel Frandzel Robins Bloom & Csato, L.C. ("Frandzel"), in the amount of
19 \$27,014.25 (fees in the amount of \$26,888.74, plus expenses in the amount of \$125.51)
20 for the period August 1, 2016 through November 30, 2016 ("Final Period"), and
21 authorizing the Receiver to pay estimated closing fees and expenses of the Receiver and
22 Frandzel in the total sum not to exceed \$26,670.65, with any unused portion of the
23 estimated closing fees and expenses to be distributed to Plaintiff Federal Trade
24 Commission;

25 3. Authorizing and directing the Receiver, pursuant to Section X.B.9 of the
26 Court's Preliminary Injunction entered May 12, 2015. (Dkt. No. 33), to make a *pro*
27 *rata* distribution to certain pre-receivership creditors of one or more of the Receivership
28 Defendants as specified in the Receiver's Proposed Creditor Distributions (Kane Decl.,

FRANZEL ROBINS BLOOM & CSATO, L.C.
 1000 WILSHIRE BOULEVARD, 19TH FLOOR
 LOS ANGELES, CALIFORNIA 90017-2427
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1 Exh. 2);

2 4. Authorizing and directing the Receiver to pay the remaining funds of the
 3 receivership estate in the amount of \$2,993,714.66 (plus any unused portion of the
 4 estimated closing fees and expenses of the Receiver and Frandzel) to Plaintiff Federal
 5 Trade Commission;

6 5. Authorizing the Receiver and its professionals to abandon and/or destroy,
 7 at the expense of the receivership estate, any and all records relating to the receivership,
 8 or to this action, in the Receiver's possession, custody, or control, if not claimed by a
 9 party entitled thereto, in writing, within thirty (30) days of entry of the order; provided,
 10 however, that any party claiming such records must pay all costs of taking possession
 11 and delivery of such records, and provided, further, that if conflicting claims are made
 12 to such records within said thirty (30) days, then the Receiver will hold the records as to
 13 which such conflicting claims have been made until the claims are resolved by the
 14 Court and shall then dispose of such records as directed by the Court¹;

15 6. Terminating the receivership, discharging Robb Evans & Associates LLC
 16 from its duties as Receiver, and releasing Robb Evans & Associates LLC, its deputies,
 17 members, officers, agents, employees, attorneys, accountants and representatives from
 18 any and all duties, responsibilities, and liabilities in connection with the receivership
 19 estate and this action, including liabilities that were asserted and/or could have been
 20 asserted in the receivership estate and in connection with the Receiver's administration
 21 of the receivership estate effective upon the Receiver's distribution of the net fund
 22 balance of the receivership estate in the manner ordered by the Court; and

23 7. Providing for such other and further relief as this Court may deem just and
 24 proper

25
 26 ¹ Counsel for the Receivership Defendants has already notified that the
 27 Receivership Defendants will pick up their files, including the cabinets, from the
 28 Receiver.

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PLEASE TAKE FURTHER NOTICE that this Motion is made pursuant to Local Rules 66-7 and 66-8 and is based upon this Notice of Motion, the accompanying Memorandum of Points and Authorities and Declarations of Brick Kane, Craig A. Welin, and Hal D. Goldflam (and Exhibits thereto), the pleadings, records and files of this case of which the Receiver requests the Court take judicial notice; and all further pleadings, oral and documentary evidence and arguments of counsel as may be presented by the Receiver at or before the time of the hearing on the Motion.

PLEASE TAKE FURTHER NOTICE that, while a copy of this Notice of Motion and Motion, the accompanying Memorandum of Points and Authorities and Declarations of Brick Kane, Craig A. Welin, and Hal D. Goldflam (and Exhibits thereto) are posted and may be reviewed on the Receiver's website at <http://www.robbevans.com/find-a-case/casepage/sale-slash-LLC-et-al-receiver>, each party herein and all known creditors of one or more of the receivership defendants is being served with a copy of same as reflected in the accompanying Proof of Service.

PLEASE TAKE FURTHER NOTICE that this Motion is made following the conference of counsel pursuant to Local Rule 7-3. Based on the conference of counsel, the Receiver is informed that none of the parties to this action intends to oppose this Motion.

DATED: March 9, 2017

FRANDZEL ROBINS BLOOM & CSATO, L.C.
 CRAIG A. WELIN
 MICHAEL GERARD FLETCHER

By: /s/ Craig A. Welin
 CRAIG A. WELIN
 Attorneys for Permanent Receiver ROBB
 EVANS & ASSOCIATES LLC